

**MEMORANDUM OF UNDERSTANDING #XXXX
BETWEEN
THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF EL DORADO
AND
COUNTY OF EL DORADO
FOR
ESTABLISHING THE APPOINTMENT AND EMPLOYMENT OF THE CHIEF PROBATION OFFICER**

This Memorandum of Understanding (“MOU”) establishes the appointment and employment structure for the County of El Dorado Chief Probation Officer position (the “CPO”). This MOU is made and entered into by and between the County of El Dorado (the “County”), a political subdivision of the State of California, and the Superior Court of California, County of El Dorado (the “Court”), organized and existing as a judicial branch entity under Article VI of the California Constitution.

RECITALS

WHEREAS, the probation system in California occupies a unique and central position in the local and state criminal justice structure and its success depends upon persistent collaboration among the justice system’s diverse stakeholders, including the offender/probationer, the victim, law enforcement agencies, the courts, prosecuting attorneys, defense attorneys, public and private community-based organizations, and the community; and

WHEREAS, in accordance with Applicable Code, the County performs Probation Services through the Probation Department, its employees, volunteers, and contractors; and

WHEREAS, the CPO serves as the principal administrative official over Probation Services. This role of the CPO is of great importance to the operations of the Court and the success of the criminal justice system in El Dorado County; and

WHEREAS, the Presiding Judge of the Court (PJ) and the Presiding Judge of the Juvenile Court (PJJ) have the authority under Applicable Code, to include the Penal Code and California Rules of Court, to provide policy guidance and direction to the CPO; the Judges of the Court have the authority to direct and order the CPO, including their deputy probation officers of the County, to perform certain duties and report

to the Court as required by law; and the CPO, in recognition of this authority, shall maintain regular communication with the PJ and the PJJ regarding implementation of policy direction and guidance; and

WHEREAS, for the criminal justice system to successfully function, collaboration amongst the justice system partners, including the courts, the District Attorney, the Public Defender/defense counsel, law enforcement agencies, the offender/probationer, the victim, and other private and public organizations, is vital.

WHEREAS, Government Code sections 27770-27773 provide the structure for the delivery of Probation Services in California; and

WHEREAS, Welfare and Institutions Code section 271 and Government Code section 27770 authorize counties with an established merit system the authority to establish procedures for the appointment and tenure of probation officers, assistant probation officers, and deputy probation officers; and

WHEREAS, the El Dorado County Charter sets forth in Article IV, Section 408, that the appointment and employment of the Probation Officer shall be provided for by general law (Charter Amendment ratified November 8, 1994, effective December 27, 1994); and

WHEREAS, the County and the Court acknowledge their joint authority and shared responsibilities under Government Code section 27770 and agree that pursuant to subdivision (b) that this MOU shall govern the process for the appointment and employment of the CPO; and

WHEREAS, the CPO shall be employed by the County in the category of unclassified service and appointed by the Board of Supervisors as a Department Head; the County employment provisions applicable to Department Heads shall apply; and the provisions of this MOU shall also apply to the appointment and employment of the CPO; and

WHEREAS, the County and Court recognize the importance of clearly defined competencies to guide the performance of the CPO, and agree that these competencies shall serve as the foundation for recruitment and selection, performance evaluation, and personnel actions under this MOU; and

WHEREAS, because of the unique governance structure applicable to Probation Services in the County, the County and the Court desire to establish a collaborative, mutually acceptable, and clearly established process by which said responsibilities are fulfilled, and the parties desire to build upon and memorialize their historical collaborative and successful relationship with respect to the appointment and governance of the CPO position; and

WHEREAS, the parties do not intend to relinquish any of their other rights, duties, and obligations under the Applicable Code or any other law, rule, rule of court, or regulation.

NOW THEREFORE, the parties agree to the following terms:

AGREEMENT

1. DEFINITIONS: For purposes of this MOU, the following terms shall have the meanings set forth below:

A. "Applicable Code" refers to Government Code sections 27770-27773 and Welfare and Institutions Code section 271.

B. "Board of Supervisors" or "Board" means the El Dorado County Board of Supervisors, the legislative body governing the County of El Dorado.

C. "CAO" refers to the Chief Administrative Officer of the County of El Dorado.

D. "CEO" refers to the Court Executive Officer of the Superior Court of California, County of El Dorado.

E. "County" means the County of El Dorado, a charter county and a political subdivision of the State of California.

F. "Court" means the Superior Court of California, County of El Dorado, organized, and existing as a judicial branch entity under Article VI of the California Constitution.

G. "CPO" and "Chief Probation Officer" may refer to that person who serves as an employee and officer of the County and occupies the position of Chief Probation Officer from time to time, or to the position of Chief Probation Officer of the County, or both, as context dictates.

H. "CPO Duties" are generally the functions necessary or appropriate to fulfill oversight and supervisory responsibilities for the Probation Department.

I. "Department" and "Probation Department" each refer to the County Probation Department or Agency, including the Office of the Chief Probation Officer.

J. "Department Head" refers to the head of a County Department.

K. "Department Operations" means organizational and functional work, tasks, and processes carried out on a day-to-day basis to implement Department Programs.

L. "PJ" refers to the Presiding Judge of the Superior Court of California, County of El Dorado.

M. "PJJ" refers to the Presiding Judge of the Juvenile Court for the Superior Court of California, County of El Dorado.

N. "Probation Services" shall mean those duties and services as set forth in the applicable provisions of the California Government Code, Welfare and Institutions Code, and Penal Code.

2. PURPOSE: This MOU is to establish an understood process for recruitment, selection, evaluation, discipline, and removal of the CPO. This process takes into consideration the respective authority, responsibilities, interests, and roles of the Judges of the Court and the Board of Supervisors.

3. RECRUITMENT AND EMPLOYMENT:

A. RECRUITMENT AND SELECTION. The County and Court shall cooperate with one another to recruit and select the CPO in accordance with the following:

(1) In the event of an anticipated or actual vacancy in the CPO position, the County shall provide the class specification and/or job description for the CPO to the CEO at least two (2) weeks before initiating the recruitment process set forth below. The Court shall have an opportunity to provide input on the class specification and/or job description before the recruitment process is initiated, or prior to final approval of the class specification and/or job description by the Board of Supervisors.

(2) Upon the request of either party, the County and the Court shall meet to discuss the process and methods for the County to advertise the opening and solicit applications for the CPO position. The County shall follow its standard practice of advertising job opportunities in the absence of such request.

(3) After considering any input from the Court, the County shall be responsible for establishing a recruitment timeline, advertising the opening and receiving applications, and preparing for and coordinating candidate interviews for the CPO position. The competencies set forth in Exhibit A shall be used as a guide in developing recruitment materials, evaluating candidates, and identifying finalist recommendations. The County, after consultation with the Court, shall designate competitive selection procedures to be used for rating and ranking candidates according to best qualified criteria. Selection procedures shall be job related and constructed to assess the knowledge, skills, abilities, and/or attributes deemed essential for successful job performance. Rating criteria utilized to determine best qualified candidates shall be developed by the County resulting from the above consultation with the Court, with focus given to the competencies identified in Exhibit A. The Court and County shall collaborate to identify any subject matter experts to be utilized to rate the candidates according to the predetermined rating criteria. Recruitment and selection procedures shall be conducted in accordance

with the County's Personnel Rules ensuring merit-based selection, equal opportunity, and non-discrimination as required under applicable federal, state, and local law.

(4) The County shall recruit to establish a list of eligible candidates and extend invitations to best qualified candidates to participate in the interview process.

(5) The County and the Court shall establish a Selection Committee to conduct interviews of the best qualified candidates and provide a recommendation to the Board of Supervisors. The Selection Committee shall consist of the CAO (or their respective designee), the County Director of Human Resources, the PJ (or their respective designee), the PJJ, and the CEO (or their respective designee). The County shall solicit input from the Court in drafting interview questions to be used by the Selection Committee. The Selection Committee may agree to establish a panel of stakeholders to interview the best qualified candidates and provide input to the Selection Committee prior to the Committee's interviews. The Selection Committee will incorporate that feedback into the recommendation(s) provided to the Board for consideration, as described in section 3.A.(6).

(6) After assessing the qualifications of the candidates identified for interviews, the Selection Committee shall recommend the two (2) top-ranked finalist candidates to the Board of Supervisors for consideration. If two (2) or more finalist candidates are comparably ranked or tied based on the Selection Committee's interview results, additional comparably ranked finalists may be presented to the Board for consideration. The Board of Supervisors shall hold a closed session interview with the finalist candidates referred to them by the Selection Committee. The CAO shall participate in the closed session interviews when conducted.

(7) The County shall extend a conditional offer of employment to the successful candidate selected by the Board of Supervisors, following notification to the Court.

(8) Background investigations and negotiation of employment terms shall be conducted by the County. The County shall obtain a release of information from the successful

candidate in order to share the results of background investigations with the Court. Once such a release is received, the results shall be shared with the Court for the purpose of receiving additional feedback regarding the successful candidate. The Court has five (5) business days to respond with concerns to the County. Otherwise, the County shall assume the Court has no issues with the selected candidate's background results.

B. APPOINTMENT. The Board of Supervisors shall formally appoint the successful candidate to the CPO position during a public session meeting of the Board consistent with all other County Department Head appointments. The Board of Supervisors shall have sole discretion to set the CPO's initial salary and step placement pursuant to the County's adopted salary schedule.

C. INTERIM APPOINTMENT. If a permanent vacancy occurs in the County office of the CPO, the Board of Supervisors shall have the discretion to appoint an interim CPO. Prior to the interim CPO appointment, the County shall notify the Court of the selected individual's qualifications for the purpose of receiving feedback regarding the selected individual. The Court shall have five (5) business days to respond to the County with concerns. Otherwise, the County shall assume the Court has no issues with the selected individual's qualifications. The length of the service for the interim CPO shall coincide with the time required for recruiting, selecting, and appointing a permanent candidate to the position of the CPO.

D. EVALUATION OF THE PERFORMANCE OF THE CPO.

(1) The County shall conduct regular performance evaluations of the CPO, on an annual basis, pursuant to applicable provisions of the El Dorado County Charter. Prior to evaluating the CPO's work performance, the CAO shall consult with the CEO to receive the Court's input as to the work performance of the CPO. The CAO shall request input from the Court at least thirty (30) days prior to the date that the evaluation shall be submitted to the Board of Supervisors. The Board of Supervisors shall thereafter meet in closed session to evaluate the CPO's work performance at which time it shall consider

any input provided by the Court. Upon completion of the CPO's evaluation, the Board of Supervisors may, in its discretion, advance the CPO from one salary step to another within the County's adopted salary schedule and in accordance with County Personnel Rules, including its Salary and Benefits Resolution for Unrepresented Employees.

(2) If there is any disagreement between the County and the Court over any aspect of the CPO work performance, the County and the Court shall make good faith efforts to resolve the disagreement via a meeting between the PJ and the CAO, or their designees. If the Court and the County cannot resolve the disagreement, a summary of the Court's input as to the work performance of the CPO shall be incorporated into the CPO's final evaluation.

(3) Performance evaluations shall be guided by the CPO Competencies set forth in Exhibit A, which reflect the leadership, policy, operational, and collaborative standards expected of the position.

E. PERSONNEL ACTIONS.

(1) The County and the Court are both vested in the success of the CPO, and in the performance of the CPO's Duties and agree that early communication on issues of concern is essential to that success. The County and the Court through its CAO and CEO or PJ, respectively, shall communicate to each other any concerns the other may have regarding the work performance of the CPO and any corrective action to be taken to address the concern. It shall be the responsibility of the County to address the concerns with the CPO and take any corrective action deemed necessary, up to and including termination of the CPO's at-will employment.

(2) Prior to imposing any personnel action, including termination, of the CPO, the CAO shall meet with, consult with, and receive input from the Court, on the reasons for and the nature of the proposed action. The Board of Supervisors shall have the authority to make a final decision on the personnel action(s) to be imposed on the CPO after taking the Court's input into consideration.

4. PUBLIC RECORDS ACT: The parties are aware that this MOU and any documents provided to the County in the performance of this MOU may be subject to the California Public Records Act and may be disclosed to members of the public upon request to the County. With respect to documents provided by the Court pursuant to this MOU, it is the responsibility of the Court to clearly identify information in those documents that it considers to be exempt from disclosure under the California Public Records Act or the California Rules of Court, rule 10.500. To the extent that the County agrees that the documents or information so designated are exempt from disclosure, the County shall hold them in confidence whenever possible. Should the County disagree with the designation, the County shall provide notice to the Court as to the date when the County intends to release the records containing information designated by the Court as exempt from disclosure. Nothing in this MOU shall affect the County's obligations regarding the privacy or confidentiality of other documents and information originating from the Court that do not relate to the subject matter of this MOU.

5. RISKS AND RISK MANAGEMENT:

A. **DISCLAIMER OF STATUTORY ALLOCATION RISK.** The parties disclaim in its entirety the pro rata risk allocation that could otherwise apply to this MOU pursuant to Government Code section 895.6. Instead, pursuant to Government Code section 895.4, each party respectively agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees, occurring in the performance of this MOU to the full extent required by law. This paragraph sets forth the entire understanding of the parties with respect to any and all risks for negligent acts or omissions that may arise out of the performance of this MOU.

B. **SURVIVAL OF DUTIES.** The respective duties of the County and the Court under this Section shall continue in full force and effect after the expiration or termination of this MOU, as to losses occurring during the term of this MOU.

6. TERM AND TERMINATION: This MOU commences upon execution by all parties and

shall continue until such time as the agreement is terminated. This MOU may be terminated by either party upon providing the other party sixty (60) days' advance written notice; provided, however, that if one party gives notice of its intent to terminate this MOU, both parties shall meet and consult and make endeavors in good faith to resolve any disagreements, and to revise or amend this MOU to avoid the necessity of termination.

7. NOTICES: All written communications sent by the parties may be by personal delivery, or U.S. mail and shall be delivered and/or addressed as follows:

To Court: Court Executive Officer
Superior Court of California County of El Dorado
2850 Fairlane Court
Suite 110
Placerville, CA 95667

To County: Chief Administrative Officer
County of El Dorado
330 Fair Lane
Placerville, CA 95667

Any notice given by (a) mail shall be deemed to have been given on the fifth (5th) business day immediately following the date it was deposited in the United States mail, first class and postage prepaid; or (b) delivery in person shall be deemed to have been given on the date of delivery to the above-referenced business addresses.

8. AMENDMENTS: This MOU may be amended only by written agreement signed by both of the parties hereto.

9. WAIVERS: No waiver of any provision of this MOU shall be valid unless it is in writing and signed by the party benefiting from said provision. No waiver by any party, at any time, of any breach of a provision of this MOU shall be deemed a waiver of a breach of any other provision of this MOU or a consent to any subsequent breach of the same or any other provision of this MOU. If any action by a

party requires the consent or approval of the other party to this MOU, such consent or approval on any one occasion shall not be deemed a consent to or approval of such action on any subsequent occasion or a consent or approval to any other action.

10. FORCE MAJEURE: Neither the County nor the Court shall be responsible for performance in accordance with the terms of this MOU to the extent performance is prevented, hindered or delayed by fire, flood, earthquake, forces of nature, acts of war (declared and undeclared), riots, rebellions, revolutions or terrorism, whether foreseeable or unforeseeable.

11. RELATIONSHIP OF PARTIES: It is understood this is a MOU by and between two (2) separate public agencies and is not intended to and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture, or association.

12. ASSIGNMENT: Neither the County nor the Court may assign this MOU in whole or in part (whether by operation of law or otherwise) to any other entity, agency or person, and any such assignment or attempt to assign shall be null and void.

13. NO THIRD PARTIES BENEFITED: The County and the Court agree that it is their specific intent that no other person or entity shall be a party to, or a third-party beneficiary of, this MOU, or any attachment or addenda to this MOU, except that the Judicial Council of California is an intended third-party beneficiary of the provisions in favor of the Court set forth in this MOU.

14. GOVERNING LAW: The MOU and performance under it shall be exclusively governed by the laws of the State of California without regard to its conflict of law provisions.

15. CONSTRUCTION: The headings used in this MOU are inserted for convenience only and shall not affect the meaning or interpretation of this MOU. The words "hereof," "herein," and "hereunder" and other words of similar import refer to this MOU as a whole and not to any subdivision contained in this MOU. This MOU, and any other document or MOU referred to herein or executed and delivered in connection with this MOU, shall not be construed against any party as the principal draftsperson hereof

or thereof. The words "include" and "including" when used herein are not exclusive and mean "include, without limitation" and "including, without limitation," respectively. The capitalized terms used in this MOU (including all attachments and addenda hereto) shall have the meanings ascribed to them herein.

16. INTEGRATION: This MOU (including all attachments and addenda) contains the entire understanding of the parties with respect to the subject matter of this MOU and supersedes all previous communications, representations, understandings and agreements, whether verbal, written or implied, between the parties with respect to said subject matter.

17. SEVERABILITY: If any term of this MOU is inconsistent with Applicable Code, or any other law, rule or regulation, then that term shall be invalid, and the parts of this MOU not affected by the inconsistency shall remain in full force and effect.

18. FURTHER ASSURANCES: The County and the Court agree to cooperate reasonably and in good faith with one another to (1) implement the terms and provisions set forth in this MOU and the Act, (2) consummate the transactions contemplated herein, and (3) shall execute any further agreements and perform any additional acts that may be reasonably necessary to carry out the purposes and intent of this MOU.

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19. SIGNATURE AUTHORITY: The parties signing this MOU on behalf of the Court and the County certify that they are authorized to do so.

This MOU was executed this _____ day of _____, 2026, at _____, California.

SUPERIOR COURT OF CALIFORNIA,
COUNTY OF EL DORADO

By _____
Presiding Judge

EL DORADO COUNTY
BOARD OF SUPERVISORS

Approved as to form.

By _____
Chair, Board of Supervisors _____
County Counsel

Exhibit A – Chief Probation Officer Competencies Framework

The competencies in this exhibit define the leadership, policy, administrative, and collaborative expectations for the CPO position. They serve as the basis for recruitment and selection, performance evaluation, and personnel actions under this MOU.

Competency	Definition	Behavioral Indicators
Leadership & Strategic Vision	Provides clear direction, builds consensus, and leads the Probation Department in alignment with court and county goals.	<ul style="list-style-type: none">• Establishes mission and vision for Probation Services.• Inspires staff and stakeholders during change.• Sets measurable goals tied to public safety and rehabilitation.
Policy & Legal Knowledge	Demonstrates mastery of California statutes, codes, and court rules governing Probation Services.	<ul style="list-style-type: none">• Applies Government Code, Welfare & Institutions Code, and Penal Code in decision-making.• Interprets new legislation and case law.• Advises Court and County partners on legal mandates.
Court & Judicial Collaboration	Ensures close coordination with the Presiding Judge (PJ) and Presiding Judge of the Juvenile Court (PJJ).	<ul style="list-style-type: none">• Regularly communicates with PJ/PJJ.• Implements judicial policy guidance.• Provides timely, accurate probation reports and recommendations.
Operational & Administrative Management	Manages Department Operations, staff, programs, and resources.	<ul style="list-style-type: none">• Oversees adult/juvenile supervision, investigations, and rehabilitation.• Develops and manages budget.• Implements efficient processes and risk management protocols.

Risk Assessment & Public Safety	Balances offender rehabilitation with protection of the community.	<ul style="list-style-type: none"> Utilizes validated risk/needs assessment tools. Implements evidence-based practices. Coordinates responses to high-risk probationers and emergencies.
Community Engagement & Partnerships	Builds collaborative relationships with justice partners, agencies, and the public.	<ul style="list-style-type: none"> Engages with justice systems stakeholders. Promotes transparency and accountability. Strengthens victim services and public outreach.
Human Resources & Workforce Development	Develops and supports a professional, skilled probation workforce.	<ul style="list-style-type: none"> Recruits, trains, and retains qualified staff. Promotes wellness and professional growth. Effectively manages labor relations and contracts.
Ethics & Integrity	Models fairness, impartiality, and high ethical standards.	<ul style="list-style-type: none"> Protects confidentiality of records. Makes impartial decisions free from conflicts. Demonstrates accountability in all actions.
Cultural Competence & Equity	Ensures services and policies are equitable and culturally responsive.	<ul style="list-style-type: none"> Implements diversity, equity, and inclusion and harassment-prevention policies. Provides training on bias and cultural awareness. Adjusts programs to meet diverse community needs.
Innovation & Technology	Leverages technology and data for better outcomes.	<ul style="list-style-type: none"> Implements case management and analytics systems. Supports digitization and e-filing initiatives. Ensures compliance with IT security and privacy standards.